VERMONT LABOR RELATIONS BOARD

ADDISON-RUTLAND EDUCATION ASSOCIATION	)	
v.	)	DOCKET NO. 82-10
THE SCHOOL BOARDS OF BENSON, ORWELL AND WEST HAVEN	)	

MEMORANDUM AND ORDER
DECLINING TO ISSUE UNFAIR LABOR PRACTICE COMPLAINT

On February 19, 1982, the Addison-Rutland Education Association (AREA) filed an unfair labor practice charge against the School Boards of Benson, Orwell and West Haven ("school boards") alleging the school boards violated 16 VSA §2008 when they enacted a "Policy Regarding Teacher Employment" on November 12, 1981. A response to the charge was filed March 9, 1982, by the Superintendent of Schools, Stanley Faryniarz.

The charge asserts the following facts: AREA, representing certified teachers, began bargaining during the 1980-81 school year with the school boards for a successor agreement that would have been effective on July 1, 1981. The parties reached agreement on various areas. However, impasse was reached on a number of outstanding issues. A federal mediator was called in but failed to bring the parties to agreement. The parties then proceeded to fact-finding pursuant to 16 VSA §2007, with both parties agreeing only the following areas were at issue: salary, preparation time, insurance, personal leave, course reimbursement, class ratios, reduction

in force, term of agreement. The fact-finding panel issued their report on September 28, 1981, addressing the foregoing issues. Some 10 to 15 days later, the parties met in an attempt to bargain a settlement and failed. In late October the school board publicly warned a combined three-district meeting to be held on November 12, 1981, for the purpose of establishing a teacher employment policy for the 1981-82 year pursuant to 16 VSA §2008. On November 9, AREA requested the school boards return to the table. The request was denied. On November 12, 1981, the school board enacted a teacher employment policy. On December 10, AREA notified the school boards they had acted improperly on November 12, and requested a meeting "for the purpose of establishing a master agreement for 1981-82, consisting of those areas of the 1980-81 agreement that were not proposed for amendment, those areas agreed to during bargaining, and those areas properly acted upon pursuant to §2008". The school districts refused to meet with AREA.

The issue before the Board is interpretation of 16 VSA §2008, which provides:

> All decisions of the school board regarding matters in dispute in negotiations shall, after full compliance with this chapter, be final.

In Chester Education Association, 1 VLRB 426 (1978), we determined mandated statutory impasse procedures must be exhausted before school boards may make unilateral changes in conditions of employment. Here, the school boards made no unilateral changes prior to the completion of the mandated

procedures of mediation and factfinding, and there is no claim they did not engage in good-faith bargaining through the completion of the process.

At the completion of the mandated procedures, management may take unilateral action on "matters in dispute". We have reviewed the contents of the November 12, 1981, Teacher Employment Policy and it is evident the school boards adopted the substantive provisions of the prior agreement on matters not in dispute at fact-finding. These included provisions on teacher employment, teacher evaluation, grievance procedures, personal leave, funeral leave, temporary leaves, extended leaves of absence, union deductions, medical coverage, insurance plan, and sabbatical leave. The Board also adopted the provisions of the prior agreement on the following issues which were in dispute at fact-finding: reduction in force, class size, and course reimbursement. The policy changed the prior contractual provision on preparation time consistent with the fact-finder's recommendation, and adopted a salary schedule consistent with management's position at fact-finding.

AREA is apparently asking the Board to find the school boards engaged in bad faith bargaining pursuant to 21 VSA §1726(a)(5) by enacting the Teacher Employment Policy. It is apparent the intent of the policy was to ensure teachers did not lose any rights and benefits they had under the previous contract. There is nothing offered to lead the Board to

conclude items were agreed to in negotiations and then revoked by enactment of the November 12, 1981, policy. Given this situation, we do not think it is appropriate to issue an unfair labor practice complaint. If the charge and attached documents indicated the school board revoked what it had offered and agreed to during negotiations, we might take a different view regarding issuing a complaint. We would be concerned about the unilateral implementation of such a policy potentially undercutting good faith bargaining.

Here, however, the school board simply exercised its right to unilaterally implement disputed conditions of employment after fulfilling its obligation to bargain in good faith. AREA would have the school boards sit down and "sign off" on a partial agreement consisting of matters tentatively agreed to in negotiations. Individual tentative agreements only become effective when agreement is reached on all negotiable matters.

For the foregoing reasons, we decline to issue an unfair labor practice complaint.

Dated this 31 day of March, 1981, at Montpelier, Vermont.

VERMONT LABOR RELATIONS BOARD

By: _____
Kimberly B. Cheney, Chairman